

Contract Manager determines that the Service Provider is non-compliant with any part of the Contract, the Contract Manager may issue a Corrective Action Notice in accordance with the provisions of Clause 16 (Corrective Action Notices).

- 4.2. In addition to any Corrective Action Notices issued as a result of an Assurance audit in accordance with paragraph 4.1 of this Schedule, the Contract Manager may, from time to time, issue such other Corrective Action Notices on any other matter where it considers that the Service Provider has failed to comply with its obligations under the Contract, in accordance with the provisions of Clause 16 (Corrective Action Notices).
- 4.3. Each Corrective Action Notice shall state clearly the reason why the Authority believes that the Service Provider is not complying with its obligations under the Contract. The Service Provider shall respond to the Contract Manager within ten (10) Business Days of the Corrective Action Notice being issued:
  - 4.3.1. stating the action it proposes to take and the timescale for completing the action; or
  - 4.3.2. providing an alternative proposal for achieving the objective(s) as set out in the relevant Corrective Action Notice and/or timescale for resolving the non-conformance along with a reasoned explanation. The Authority shall consider any such alternative proposal and at its sole discretion instruct the Service Provider to implement such a proposal which may include such amendments as are agreed with the Service Provider.
- 4.4. The Service Provider shall then implement the corrective action(s) as agreed with the Authority under paragraph 4.3 of this Schedule.
- 4.5. The Service Provider shall provide a Corrective Action Notice status report each Period in the Service Performance Report produced in accordance with Schedule 8 (Service Management) or as otherwise instructed by the Authority.

## **5. Assurance Feedback**

- 5.1. The Authority shall provide feedback to the Service Provider at each Service Review Meeting held in accordance with Schedule 8 (Service Management) in relation to the Services on the level of Assurance that the Authority has gained in the Service Provider's performance during the preceding four (4) week period or over a longer period as appropriate.
- 5.2. The Authority shall identify and notify the Service Provider of areas where the Service Provider needs to increase its efforts to provide Assurance and the Service Provider shall comply with the Authority's reasonable instructions to provide such Assurance.

## 15 SCHEDULE 15 - SERVICE PROVIDER CONFIDENTIAL INFORMATION

- Non-public information relating to costing, pricing structures or financial models (including, but not limited to, profit margins, benchmarks, discounts, financial performance or management accounts);
- Information relating to Novacraft's business model, specific methods, techniques, knowledge, knowhow or systems setting out how the Services will be delivered by Novacraft under the Call-Off Contract;
- Detailed technical information about Novacraft's services, expertise and skill sets;
- Information in relation to Novacraft's arrangements with suppliers or customers (especially pricing information); and
- Information relating to any and all financing arrangements.

## 16 SCHEDULE 16 - SUPPLIER DIVERSITY

### 1 Compliance

1.1 Without limiting the generality of any other provision of this Call-Off Contract, the Service Provider:

- (a) shall not unlawfully discriminate,
- (b) shall procure that its personnel do not unlawfully discriminate, and
- (c) shall use reasonable endeavours to procure that its direct and indirect subcontractors do not unlawfully discriminate in relation to the Services,

within the meaning and scope of the Equality Act 2010 and any other relevant enactments in force from time to time relating to discrimination in employment.

1.2 The Service Provider acknowledges that the Authority as a public authority is subject to a statutory duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "Relevant Protected Characteristic") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty.

1.3 The Service Provider acknowledges where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

- (a) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
- (b) eliminate unlawful discrimination;
- (c) promote good relations between persons of different racial groups, religious beliefs and sexual orientation; and

in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty.

1.4 TfL's Harassment, Bullying and Discrimination Policy ("Policy") as up-dated from time to time (copies of which are available on request from TfL) requires TfL's own staff and those of its direct and indirect subcontractors to comply fully with the Policy to eradicate harassment in the workplace. The Service Provider shall:

- (a) ensure that its staff, and those of its direct and indirect subcontractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Policy;

- (b) fully investigate allegations of workplace harassment in accordance with the Policy; and
- (c) ensure that appropriate, effective action is taken where harassment is found to have occurred.

## 2 Strategic Equality & Diversity Plan

2.1 For the duration of this Contract, the Service Provider shall comply with the Agreed Strategic Equality & Diversity Plan and shall procure that each of its direct subcontractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Call-Off Contract which is at least as extensive in scope as that agreed with TfL and set out in the Agreed Strategic Equality & Diversity Plan.

For the purposes of this Contract the expression "Agreed Strategic Equality & Diversity Plan" means the Strategic Equality & Diversity Plan as negotiated and agreed and attached as Appendix 1 to this Schedule, headed "**Agreed Strategic Equality & Diversity Plan**".

2.2 Where a subcontractor has, pursuant to paragraph 2 or otherwise, adopted a Strategic Equality & Diversity Plan, the Service Provider shall procure that each of its direct subcontractors:

- (a) provides; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide,

a copy of its Strategic Equality & Diversity Plan (and any amendments thereto) to the Authority or its nominee as soon as reasonably practicable.

## 3 Diversity Training

3.1 For the duration of this Contract, the Service Provider shall comply with the "Agreed Training Plan" in relation to all of its employees engaged in the performance of the Contract. For the purposes of this Contract the expression "Agreed Training Plan" means the diversity training plan set out as agreed and attached as Appendix 2 to this Schedule, headed "**Agreed Training Plan**". The Service Provider shall procure that each of its direct subcontractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

a diversity training plan in respect of their respective employees engaged in the performance of this Contract which is at least as extensive in scope as the Agreed Training Plan.

3.2 Where a subcontractor has, pursuant to paragraph 1 or otherwise, adopted a diversity training plan, the Service Provider shall procure that each of its direct subcontractors:

- (a) provides; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide

a copy of its diversity training plan (and any amendments thereto) to the Authority or its nominee as soon as reasonably practicable.

#### 4 Supplier Diversity

4.1 For the duration of this Contract the Service Provider shall at all times comply with the "**Agreed Supplier Diversity Plan**". For the purposes of this Contract the expression "Agreed Supplier Diversity Plan" means the supplier diversity plan set out as agreed and attached as Appendix 3 to this Schedule, headed "**Supplier Diversity Plan**". The Service Provider shall procure that each of its direct subcontractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement

a supplier diversity plan in relation to the performance of this Contract which is at least as extensive as the Agreed Supplier Diversity Plan.

4.2 Where a subcontractor has, pursuant to paragraph 4.1 or otherwise, adopted a supplier diversity plan, the Service Provider shall procure that each of its direct subcontractors:

- (a) provides; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide;

a copy of its supplier diversity plan (and any amendments thereto) to the Authority or its nominee as soon as reasonably practicable.

#### 5 Communications Plan

5.1 For the duration of this Contract and in all dealings with the Local Community, the Service Provider shall comply with the Agreed Communications Plan. For the purposes of this Call-Off Contract the expression "**Agreed Communications Plan**" means the communications plan agreed and attached as Appendix 4 to this Schedule, headed "**Agreed Communication Plan**" and